



**Department of Agriculture
State of Hawaii**

Title: Hawaii Statewide Biosecurity Plan (BIOSECURITY16)

Agency: Hawaii Department of Agriculture (HDOA)
Office of the Chair

Action: Announcement of Request for Proposals (RFP) to develop a Hawaii state biosecurity plan

Description:

Chapter §150A-4.5, Hawaii Revised Statutes outlines the purpose of the Pest Inspection, Quarantine, and Eradication Fund. Allowable uses of this fund include the "operation of biosecurity and pest inspection, quarantine, eradication, and monitoring programs."

Hawaii's transition from an isolated island chain to a global hub for tourism and trade has resulted in thousands of plant and animal species being introduced statewide by humans. Some of these introduced species are invasive, meaning that they cause, or have the potential to cause, harm to Hawaii's agriculture, environment, economy, or the health of Hawaii's people. As an island chain, Hawaii is both uniquely susceptible for new introductions as well as the spread of species that have already been introduced. Hawaii has by far the most endangered species of any state, due in large part to the presence of invasive species, and is reliant on interstate and international shipments for as much as 90 percent of its food. Hawaii is in critical need of a biosecurity plan that addresses all aspects of the policies and processes needed to prevent the introduction and control the spread of invasive species.

The HDOA requests proposals for a comprehensive biosecurity plan for Hawaii (project). The proposals shall include consideration of 1) pre-border policies and agreements designed to minimize invasive species pathways to Hawaii, 2) border policies, capacity, and infrastructure needed to stop entry of invasive species into Hawaii, and 3) capacity and infrastructure for both post-border rapid response and control of established pests.

HDOA is seeking to fund one project that will deliver quantifiable/measurable outcomes that show how the statewide biosecurity plan will address invasive species and promote Hawaii's agriculture, environment, economy, and community health.

To achieve this goal, the HDOA announces the availability of up to **\$300,000** in program funds for one project to develop a State biosecurity plan. The successful proposal shall include a plan that outlines: specific goals and objectives; responsible agencies and partners; capacity needs; recommended regulatory changes; required

infrastructure; and an overall timeline and budget for implementation. The plan must address measures and action steps under the following broad categories:

- Prevention -- keeping invasive species from breaching Hawaii's ports and harbors;
- Control -- including early detection, rapid response, eradication, and effective management or containment of invasive species; and
- Outreach -- including education.

The closing date and time for receipt of proposals under this RFP is 12:00 p.m. on February 12, 2016. Proposals received after this deadline will not be processed by staff or reviewed by the evaluation committee.

Contact Information:

The contact person for this solicitation is Micah MuneKata, Office of the Chair, (808) 973-9550 or micah.k.munekata@hawaii.gov.

Offerors may submit an electronic proposal with all attachments in MS word format via email to micah.k.munekata@hawaii.gov **and/or** send or deliver a proposal with all attachments to the address below. The proposal must be received by **12:00 p.m. Noon Friday, February 12, 2016.**

Hawaii Department of Agriculture (HDOA)
Biosecurity Plan FY16 (BIOSECURITY16)
Office of the Chair
1428 South King Street
Honolulu, HI 96814-2512

Receipt of proposals will be acknowledged by email.

Bid security is not required for this RFP.

Eligible Offerors:

Proposals are encouraged from eligible entities with experience in invasive species policies relating to biosecurity and agriculture and will be limited to one proposal per entity.

Responsibility of Offerors:

Offerors are advised that in order to be awarded a contract under this solicitation, offeror will be required to be compliant with all laws governing entities doing business in the State including the following chapters and pursuant to HRS §103D-310(c):

1. Chapter 237, General Excise Tax Law;
2. Chapter 383, Hawaii Employment Security Law;
3. Chapter 386, Worker's Compensation Law;
4. Chapter 392, Temporary Disability Insurance;
5. Chapter 393, Prepaid Health Care Act; and
6. §103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

Offerors may collectively apply for certification of compliance with all of the above on Hawaii Compliance Express (HCE).

Hawaii Compliance Express. HCE is an electronic system that allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a "Certificate of Vendor Compliance." The HCE provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of §103D-310(c), HRS, shall be accepted for both contracting purposes and final payment. The annual registration fee paid to the Hawaii Information Consortium, LLC is \$12.00.

Timely Registration on HCE -- Vendors/contractors/service providers are encouraged to register on HCE as soon as possible. If a vendor/contractor/service provider is not compliant at the time of award, an offeror will not receive the award.

Final Payment Requirements. Contractors are required to submit a tax clearance certificate for final payment on the contract. A Certificate of Vendor Compliance, not over two months old, will be acceptable for final payment on the contract.

Eligible Projects:

Eligible proposals shall describe the organizational development of a comprehensive statewide plan for an effective biosecurity system for Hawaii. The project shall be completed by September 2016; provided however, the HDOA reserves the right to extend the contract in accordance with the AG-008 103D General Conditions, paragraph 19, Modification of Contract, or other applicable provision. Proposals shall include a plan that addresses quantifiable/measurable outcomes that demonstrate measures and action steps under the following broad categories: Prevention; Control; and Outreach.

State Priority Categories:

Project proposals and goals should focus on the following state priority categories:

- Demonstrate project management ability to effectively provide organizational development and statewide stakeholder input;
- Include a process for obtaining input from relevant stakeholders including but not limited to statewide stakeholder list development, meetings, interviews;
- Review current biosecurity plan framework and provide research into key elements of successful systems elsewhere in the world;
- Include additional quantifiable/measurable outcomes that demonstrate measures and action steps under prevention (keeping invasive species from breaching Hawaii's ports and harbors), control (including early detection, rapid response, eradication, and effective management or containment of invasive species), and statewide outreach and education;
- Demonstrate ability to summarize complex programmatic actions and goals in a concise implementation matrix; and
- Demonstrate innovative ways to promote the comprehensive biosecurity plan statewide.

BIOSECURITY16 funds will be awarded to one project, maximum budget of \$300,000, which will be completed by September 1, 2016. Project funds will likely be available February 15, 2016.

Project Oversight:

HDOA's Office of the Chair will directly oversee the planning and implementation of the project to develop a statewide comprehensive biosecurity plan and will monitor the performance of all project activities and ensure that work is completed within the required timeline and in compliance with all program regulations.

Proposal Guidelines:

Proposals must show how BIOSECURITY16 funds will be utilized to develop a comprehensive statewide biosecurity plan.

1. Proposals should be typed, single spaced, 12 pitch, black Calibri font, and with one inch margins.
2. Each page should be numbered, with offeror's name on the header.
3. An electronic version of the proposal including all attachments (in MS Word Format) may be submitted to micah.k.munekata@hawaii.gov **and/or** a proposal including all attachments, may be sent or delivered to:

Hawaii Department of Agriculture (HDOA)
 Biosecurity Plan FY16 (BIOSECURITY16)
 Office of the Chair
 1428 South King Street
 Honolulu, HI 96814-2512

The electronic and/or hardcopy proposal must be received by the HDOA by **12:00 p.m. Noon on Friday, February 12, 2016.**

4. The proposal packet can include documentation showing that the offeror is Compliant <http://vendors.ehawaii.gov/hce/splash/welcome.html>.
5. Include the Contact and Title page (page 12) and signed Endorsement Statement (page 11).

Any and all costs incurred by an offeror in preparing or submitting a proposal shall be the offeror's sole responsibility whether or not any award results from this RFP. The State will not reimburse such costs.

Before submitting a proposal, each offeror must thoroughly and carefully examine this RFP, any attachment, addendum, and other relevant document, to ensure that offeror understands the requirements of the RFP. Offeror must also become familiar with all state, local, and federal laws, rules, regulations, and ordinances that may in any manner affect cost, progress, or performance of the work under this RFP.

Proposal Format:

The proposal shall include the following:

1. Contact Information

- Primary contact: Name and Title:
 Company (exact legal name as registered with the Hawaii Department of Commerce and Consumer Affairs):
 Address:
 Phone:
 E-mail:

Web Address:

- Alternate contact: Name and Title:
Company:
Address:
Phone:
E-mail:
Web Address:

2. Project Title and Abstract

- Title of project:
- Start and complete dates:

3. Project Purpose / Potential Impact / Innovation

4. Expected Quantifiable/Measurable Outcomes

Quantifiable/Measurable outcomes must show how the proposed project will develop and implement an effective statewide biosecurity plan that identifies and addresses pre-border, border, and post-border issues.

5. Work Plan

- Identify the activities necessary to accomplish project objectives.
- Indicate who will do the work for each activity and include a brief summary of the person's experience/qualifications.
- Include timelines for accomplishing each activity.

6. Budget Narrative

Provide sufficient information in paragraph text about the budget categories listed for each activity to demonstrate that funds are being expended on eligible activities that meet the purpose of the project.

Should these items be included in the budget, the narrative should describe:

- Personnel
 - Provide name and service being provided;
 - Include whether this cost is based on a flat fee or an hourly rate.
- Travel
 - Destination, purpose of trip, number of people traveling, number of days traveling, estimated airfare costs, estimated ground transportation costs, estimated lodging and meal costs, estimated mileage costs, total.
- Equipment
 - Provide an itemized list of rentals or purchases;
 - Provide a brief narrative on the intended use;
 - Provide the cost.
- Supplies
 - Provide an itemized list;
 - Estimate the dollar amount for each item.
- Contractual
 - Project manager fee can be shown in this category stated as a flat fee or an hourly rate;

- Provide a short description of the services each contract covers;
- When possible, break out the specific costs associated with the contract;
- Include the flat rate fee or the total hourly rate fee for each contract;
- No work shall be subcontracted or assigned without prior written approval of the HDOA. If subcontractor(s) will be used, include a statement from each subcontractor, signed by an individual authorized to legally bind the subcontractor, stating the description of services to be performed by the subcontractor and the subcontractor's willingness to perform for the offeror.
- Other – provide description and costs
- Total

Budget Table

Item/Activity	BIOSECURITY16 funds	In-kind match (if applicable)	Comments
Personnel			
Travel			
Equipment			
Supplies			
Contractual			
Other - specify			
TOTAL			

Items included in the Budget should be included in the work plan to show where the expense will be utilized.

7. Project Oversight
 - Who will oversee the project activities?
 - How will oversight be performed? Include timelines.
8. Project Commitment
 - Describe how all partners commit to and work toward the goals and outcome measures of the proposed project.
9. References
 - A list of references that may be contacted by the HDOA as to offeror's past and current job performance. Include names, titles, organizations, telephone numbers, email, and postal addresses.
10. Endorsement Statement (page 11)
 - Include endorsement statement in application and sign.
11. Adverse Actions
 - A summary listing of judgments or pending lawsuits or actions against offeror, adverse contract actions, including terminations, suspensions, imposition of penalties, or other actions relating to failure to perform or deficiencies in fulfilling contractual obligations. If none, so state.

Evaluation Review Process:

Each proposal will be evaluated by an evaluation committee to determine that it meets the requirements of the RFP. Proposals will be evaluated strictly on a merit basis according to the following criteria. The total number of points used to score a proposal is 100.

- | | |
|--|-----------|
| • Quantifiable/Measurable outcomes | 40 points |
| • Project purpose/potential impact/innovation | 20 points |
| • Work plan (activities necessary) | 15 points |
| • Budget | 15 points |
| • Project oversight and commitment to complete the project | 10 points |

Proposals will be evaluated by members of the evaluation committee. A numerical score sheet shall be used for all proposals by each member of the evaluation committee. For each proposal, members will assign a point value and after all members have evaluated and scored each of the proposals, the scores for the entire committee will be averaged to determine a proposal's final score. Award will be made by the Chairperson, Board of Agriculture, to the responsive and responsible offeror whose proposal is determined to be the most advantageous to the State.

Contractual Terms and Conditions:

The successful offeror will contract with the Hawaii Department of Agriculture (HDOA) as an independent contractor, and shall agree to comply with all terms and conditions set forth in AG-008 103D General Conditions, issued by the State's Attorney General's Office. To view a full copy of the State Attorney General's Office General Conditions, please go to:

<http://www4.hawaii.gov/StateFormsFiles/ag008.doc>

The RFP and the successful offeror's proposal may become part of the contract. All proposals shall become the property of the State.

No work is to be undertaken by an offeror awarded a contract prior to the official commencement date in the contract. The State shall not be liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the offeror prior to the official commencement date.

Certificate of Insurance:

Prior to the contract start date, the Contractor shall procure and maintain at its sole expense insurance coverage acceptable to the State throughout the term of the Contract. The Offeror shall provide proof of insurance for the following minimum insurance coverage(s) and limit(s) in order to be awarded a contract. The type of insurance coverage is listed as follows:

Commercial general liability insurance coverage against claims for bodily injury and property damage arising out of all operations, activities or contractual liability by the Contractor, its employees and subcontractors during the term of the Contract. This insurance shall include the following coverage and limits specified or required by any applicable law: bodily injury and property damage coverage with a minimum of

\$1,000,000 per occurrence; with an aggregated limit of \$2,000,000. The commercial general liability policy shall be written on an occurrence basis and the policy shall provide legal defense costs and expenses in addition to the limits of liability stated above. The Contractor shall be responsible for payment of any deductible applicable to this policy.

Automobile liability insurance covering owned, non-owned, leased, and hired vehicles with a minimum of \$1,000,000 for bodily injury for each person, \$1,000,000 for bodily injury for each accident, and \$1,000,000 for property damage for each accident.

Appropriate levels of per occurrence insurance coverage for workers' compensation and any other insurance coverage required by Federal or State law.

The Contractor shall deposit with the State, on or before the contract start date, certificate(s) of insurance necessary to satisfy the State that these provisions have been complied with, and to keep such insurance in effect and provide the certificate(s) of insurance to the State during the entire term of the Contract. Upon request by the State, the Contractor shall furnish a copy of the policy or policies.

The State shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If, in the opinion of the State, the insurance provisions in the Contract do not provide adequate protection, the State may request that Contractor obtain additional insurance sufficient in coverage, form, and amount to provide the protection required. The request shall be reasonable but shall be designed to assure protection from and against the kind and extent of the risks involved. If the Contractor is unable to provide the additional coverage as requested, the State reserves the right to terminate the Contract with prior written notice.

The insurance policy required by the Contract shall contain the following clauses:

- (1) "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Agriculture, 1428 South King Street, Honolulu, HI 96814-2512."
- (2) "The State of Hawaii, its departments, attached agencies, officers, employees, and agents are added as additional insured with respect to operations performed for the State of Hawaii."
- (3) "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under the Contract, entitling the State to exercise any or all of the remedies provided in the Contract for a default of the Contractor.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder or to fulfill the indemnification provisions and requirements of the Contract. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with the Contract.

Contract Reports:

Successful offeror will be required to credit the HDOA in any presentation, materials, or property rights resulting from this funding. Additionally, successful offeror must submit progress and financial reports periodically upon request and submit a final project and a financial report no later than 30 days from completion of the project. The HDOA will withhold 20 percent of the awarded funds until a final report is submitted, reviewed and approved.

Contract Term:

The term of the contract shall be from the effective date of the contract to the end of the project period, unless an extension is granted in accordance with the AG-008 103D General Conditions, paragraph 19, Modification of Contract, or other applicable provision.

Pre-Proposal Conferences:

No pre-proposal conferences are scheduled for this RFP.

Priority-listed Offerors:

In accordance with Hawaii Administrative Rules (HAR) §3-122-53, discussions may be conducted with "priority listed offerors", however, the HDOA may accept proposals without discussion.

Acknowledgement of Proposals:

Receipt of proposals will be acknowledged to the respective offeror by e-mail or fax, whenever possible. Therefore, offerors shall provide an e-mail address and/or fax number in the proposal. There will be no acknowledgment of late, incomplete and unqualified proposals.

Confidentiality:

The name of offerors, the names of individuals identified in the proposals, the content of proposals, and the committee evaluations of proposals will be kept confidential during the evaluation process, except to those involved in the evaluation and award process. Upon posting of award, all proposals both successful and unsuccessful, the contract, and the contract file shall be available for public inspection. Offerors shall designate in writing any portion of their proposal that contains trade secrets or any other proprietary data that are to remain confidential. In accordance with HAR §3-122-58, such information shall be marked and readily separable from the rest of the proposal, in order to facilitate public access to the non-confidential portion of the proposal.

Right to a Debriefing:

Pursuant to HAR §3-122-60, non-selected offerors may request a debriefing to inform them of the basis for the contract award.

A written request for debriefing shall be made within three (3) working days after the posting of the award of the contract. The procurement officer or designee shall hold the debriefing within seven (7) working days to the extent practicable from the receipt date of the written request.

A protest by the requestor submitted pursuant to HRS §103D-303(h) following a debriefing, shall be filed within five (5) working days.

Protest:

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers; and further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract.

The notice of award, if any, resulting from this solicitation shall be posted on the Procurement Reporting System, which is available on the SPO website:

<http://www.hawaii.gov/spo2/source/>

Any protest pursuant to HRS §103D-701 and HAR §3-126-3, shall be submitted in writing to:

Chairperson, Board of Agriculture
1428 South King Street
Honolulu, HI 96814-2512

The HDOA reserves the right to cancel this solicitation and reject any or all proposals received in whole or in part; request additional information on project proposals; recommend partial funding for proposals, and link the release of project funds to completion of necessary, timely progress reports. All awards and contracts are subject to the availability and receipt of BIOSECURITY16 funds.

Endorsement Statement:

Please include the following language below in your proposal and sign:

I certify that the information provided is true and correct to the best of my knowledge. If awarded a contract under this solicitation, I agree the organization will assume sole responsibility of any and all debts or liabilities that may be incurred from this project; and will provide the required documentation to HDOA upon request. I understand that if this proposal is funded, I will be required to sign a contract agreement and other necessary documentation containing terms and conditions upon which BIOSECURITY16 funds will be released.

Signature

Date

Title

CONTACT AND TITLE PAGE BIOSECURITY16

Title of Project:

Amount Requested: _____

Time of Performance (i.e. number of months): _____

Applicant and Alternate Contact Information:

Primary contact:
Name and Title:

Alternate contact:
Name and Title:

Business Entity:

Business Entity:

Address:

Address:

Phone:

Phone:

E-mail:

E-mail:

Web Address:

Web Address:

State tax ID _____

Federal Tax ID _____

Project Partners (Name and Title):

Name – MUST be as shown on the Hawaii Compliance Express certificate or as recorded for legal purposes such as tax identification, DCCA, DLIR
Title – indicate if title authorizes signing on behalf of the Business Entity
Business Entity – i.e. corporation, partnership, joint venture, sole proprietorship or other legal form as shown on legal documents
Address – official address of the business entity as shown on legal documents; nine digit zip code